

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Jeffrey B. Smith SBN 150095 Curd, Galindo & Smith, LLP 301 E. Ocean Blvd. Suite 1700 Long Beach, CA 90802 Phone: 562-624-1177 Fax: 562-624-1178 Email: jsmith@cgsattys.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re:  Fuzion Meet Eat Play, LLC        Debtor(s).	CASE NO.: 8:18-bk-10019-SC CHAPTER: 11        <b>NOTICE OF SALE OF ESTATE PROPERTY</b>
<b>Sale Date:</b> 05/03/2018	<b>Time:</b> 11:00 am
<b>Location:</b> 411 West 4th Street, Santa Ana, CA 92701	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 04/26/2018

**Description of property to be sold:** California Department of Alcohol Beverage Control  
"Type 47 GENERAL EATING PLACE, Liquor License # 47-540850"

**Terms and conditions of sale:**  
SEE ATTACHMENT SHEET AND EXHIBIT 1

**Proposed sale price:** \$ 65,000.00

**Overbid procedure (if any):**

SEE ATTACHMENT SHEET

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

Date: May 3, 2018

Time: 11:00a.m.

Location: Courtroom 5C, 5th Floor  
411 West Fourth St.  
Santa Ana, CA 92701

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Jeffrey B. Smith SBN 150095  
Curd, Galindo & Smith, LLP  
301 E. Ocean Blvd. Suite 1700  
Long Beach, CA 90802  
Phone: 562-624-1177  
Fax: 562-624-1178  
Email: jsmith@cgsattys.com

Date: 04/03/2018

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

301 E. Ocean Blvd. Suite 1700  
Long Beach, CA 90802

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 04/03/2018, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Don Fisher dfisher@ptwww.com, tblack@ptwww.com  
Michael J Hauser michael.hauser@usdoj.gov  
United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On *(date)* 04/03/2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** *(state method for each person or entity served)*: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

04/03/2018      Valerie Phillips  
*Date*                      *Printed Name*

\_\_\_\_\_  
*Signature*

Service List

Honorable Scott Clarkson  
411 W. Fourth Street Suite 5130  
Santa Ana, CA 92701

**CA Dept of Tax & Admin**  
16715 Von Karman Ave, Suite 200  
Irvine, CA 92606

**CA Dept of Tax and Fee Admin.**  
Special Ops MIC:55  
PO Box 942879  
Sacramento CA 94279-0055

**County of Orange**  
P.O. Box 4515  
Santa Ana, CA 92702-4515  
Attn: Bankruptcy Unit

**D&D Wholesale Distributors, Inc.**  
777 Baldwin Park Blvd.  
La Puente, CA 91746

**DeBello, LLC**  
9877 Chapman Ave  
Suite D, MS172  
Garden Grove, CA 92841

**Employment Development Department**  
Bankruptcy Group MIC 92E  
POB 826880  
CA 92480-0001

**FRANCHISE TAX BOARD**  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO CA 95812-2952

**Franchise Tax Board**  
P.O. Box 942867  
Sacramento, CA 94267

**Freeway Industrial Park, Inc.**  
Attn: Jeanette Ditkowsky  
18092 Stratford Circle  
Villa Park, CA 92861

**Internal Revenue Service**  
P.O. Box 7346  
Philadelphia, PA 19101

**Keeli Lisack**

7451 Warner Ave.  
Suite E-273  
Huntington Beach, CA 92647

**Orange County Treasurer & Tax Coll**

P.O. Box 1438  
Santa Ana, CA 92702

**Orange Door Entertainment LTD**

6185 Magnolia Ave #164  
Riverside, CA 92506

**Prudential Overall Supply**

1661 Alton Parkway  
Irvine, CA 92606

**State Board of Equalization**

P.O. Box 942879  
Sacramento, CA 94279

**U.S. Foods, Inc.**

9399 West Higgins Rd  
Suite 500  
Des Plaines, IL 60018

**Verlance**

Gary Hill  
Temecula, CA 92590

## ATTACHMENT SHEET TO NOTICE OF SALE OF ESTATE PROPERTY

A. Description of Property Sold: **California Department of Alcohol Beverage Control “Type 47 GENERAL EATING PLACE, Liquor License # 47-540850”.** (The “LICENSE”).

B. Terms and Conditions of the Proposed Sale, Including the Price and All Contingencies:

Price:

1. **Purchase Price: \$65,000.00** (Sixty-five thousand dollars) (the “Purchase Price”) plus fees described below.
  2. **Additional Costs/Obligations:** Buyer (and any potential overbidder) is obligated, in accordance with *Cal. Bus. & Prof. Code* section 24074.3 to deposit into escrow the balance of the Purchase Price (**\$58,500.00**) on or before 30 days after the date the Buyer makes application to the Department of Alcoholic Beverage Control (the “ABC”). Such application must be made within 10 days of the date that the Bankruptcy Court approves the Sale Motion, if by Successful Overbidder (as defined below). Buyer, (and any potential over bidder) has agreed to pay 100% of all escrow fees and any governmental transfer fees, estimated at not less than \$1,100.00. Buyer is obligated to a Finder’s Fee Agreement payable to Liquor License Network in the amount of **\$6,500** (Six thousand five hundred dollars). Debtor expects that the sale will generate net proceeds to the estate the full amount of the Purchase Price. The total cost to Buyer is *estimated* at **\$72,600.00** (Seventy-two thousand-six hundred dollars) based on the Purchase Price plus the Finder’s Fee Agreement plus estimated escrow fees.
  3. **Contingencies:** The only sale contingencies are that the Bankruptcy Court and the California Department of Alcoholic Beverage Control (“ABC”) approve the sale.
  4. **Deposit:** Buyer has deposited 10% of the purchase price (\$6,500.00) in Escrow with Federal Escrow, Inc. (the “Deposit Amount”), and has initiated the transfer application process with the ABC.
  5. **AS IS SALE:** The LICENSE is sold AS-IS, without representation or warranty of any kind by the Debtor
- C. **Overbid Terms:** The proposed sale is subject to overbids. The Debtor has filed a Motion (“Sale Motion”) that seeks to approve and employ the following overbid procedures at the date and time of the hearing on the Sale Motion:
1. To qualify to overbid, potential overbidders must: a) be physically present at the hearing (or represented by an individual(s) with authority to bind the bidder to the terms of a sale and participate in the bidding process); b) bring to the Sale Motion hearing certified funds (cashier’s check or bank money order) in the amount of \$6,500 (six-thousand five-hundred dollars) (the “Overbid Deposit”)

payable to "Federal Escrow, Inc."; c) Notify the Debtor's counsel in writing not less than 48 hours prior to the Sale Motion hearing of the intent to overbid by either fax (562-624-1178) or e-mail addressed to jsmith@cgsattys.com.

2. Overbids will be solicited in \$1000.00 increments at the Sale Motion hearing until the highest offer is received;
3. In the event that the Buyer is not the highest bidder at the Sale Motion hearing, the highest bidder (the "Successful Bidder") shall then become the buyer under the same terms and conditions as set forth in the ABC License Escrow Instructions, a copy of which are attached hereto as Exhibit A (the "Escrow Instructions"). Potential overbidders are advised to be fully familiar with all of the terms and conditions of the Escrow Instructions;
4. The Overbid Deposit shall be non-refundable in the event that a Successful Overbidder is unable to complete the purchase of the LICENSE. The Debtor will ask permission to accept back-up bidders, including the Buyer, in the event of any overbids in the event that a Successful Overbidder fails to purchase the LICENSE for any reason;
5. If the Buyer is not the successful bidder for the LICENSE, then the Escrow Instructions shall no longer be effective as to Buyer and Buyer shall be entitled to a full refund of its Deposit.

The Buyer's ABC LICENSE ESCROW INSTRUCTIONS, including the Buyers Finder's Fee Agreement dated February 21, 2018 are attached hereto as Exhibit 1.

## Exhibit 1





FEDERAL ESCROW, INC.

151 Valencia Blvd., Ste 100A  
Valencia, CA 91355  
Phone: (661) 222-3132  
Fax: (661) 254-3492

**ABC LICENSE ESCROW INSTRUCTIONS**

**FEDERAL ESCROW, INC. IS LICENSED BY BUSINESS OVERSIGHT, STATE OF CALIFORNIA, UNDER LICENSE NO. 963-1846**

Escrow Officer: Stephanie Soto  
Escrow No.: 69533-SS

Date: February 21, 2018

These ABC License Escrow Instructions (hereinafter referred to as the "Escrow Instructions") are given February 21, 2018, by and between Fuzion Meet Eat Play, LLC, a California limited liability company (hereinafter referred to as "Seller") and RNB Tustin, LLC, a California limited liability company (hereinafter referred to as "Buyer"). Seller and Buyer may be collectively referred to as the "Parties," or individually as a "Party," in these Escrow Instructions.

**WITNESSETH:** Seller is the owner of On-Sale General Eating Place License No. 47-540850 (hereinafter referred to as "ABC License") issued to Seller's premises located at 7227 Edinger Avenue, Suite A&B, Huntington Beach, CA 92647. Furthermore, Seller agrees to sell, and Buyer agrees to purchase the ABC License from Seller under terms and conditions as stated in these Escrow Instructions. Seller and Buyer instruct Federal Escrow, Inc. (hereinafter referred to as "Escrow Holder") as follows:

**THE PURCHASE PRICE** for the ABC License that is to transfer to Buyer's proposed business address located at 1222 Irvine Blvd., Tustin, CA 92780

Shall be the sum of ..... \$ 65,000.00

Payable as follows:

Buyer's Initial deposit into escrow, upon execution hereof, in the amount of ..... \$ 6,500.00

In accordance with Section 24074.3 of the California Business & Professions Code, Buyer's additional deposit into escrow, on or before thirty (30) days after the date Buyer makes application at the Department of Alcoholic Beverage Control, in the amount of ..... \$ 58,500.00

The balance of all monies due to Escrow shall be deposited into escrow via wire transfer on or before Escrow Holder's submission of a *Statement Re Consideration* to the California Department of Alcoholic Beverage Control (hereinafter referred to as "ABC").

**INSTRUCTIONS:**

- CLOSE OF ESCROW:** This Escrow will be deemed "closed" upon Escrow Holder's receipt of the fully executed *Statement Re Consideration* from ABC Headquarters, authorizing the close of escrow following the transfer of the permanent ABC License to Buyer, or (if applicable) an executed *Rule 64b Letter* (ABC-236A) from ABC Headquarters, authorizing the close of escrow following the issuance of the ABC License under the provisions of Rule 64b and Section 24044 of the Alcoholic Beverage Control Act.
- RECORDING NOTICE / ABC RENEWAL FEE:** Upon the opening of Escrow, Escrow Holder is authorized to record a *Notice of Intended Transfer of Retail Alcoholic Beverage License* (hereinafter referred to as "Notice of Intended Transfer"), pursuant to Section 24073 and 24074 of the California Business & Professions Code. Buyer agrees to submit an application for the transfer of the ABC License to the proper District Office of the ABC within thirty (30) days of Buyer's receipt of a recorded or fully executed Notice of Intended Transfer. Buyer further agrees to pay all ABC License Transfer Fees and Renewal Fees in connection with Buyer's ABC application. In the event Seller's ABC License Renewal Fee becomes due during the escrow period, Buyer agrees to pay it directly to the ABC, prior to its delinquency date of March 31, 2018.
- ESCROW FEES & COSTS:** In addition to the purchase price, Buyer agrees to pay 100% of the escrow fees, processing fees and costs in this escrow. Buyer further agrees to deposit the total amount of said escrow fees and costs concurrently with those monies due thirty (30) days after the date Buyer makes application at the ABC. Seller agrees to pay 100% of the costs of processing creditor(s) claim(s), tax agency demand(s), or both, if applicable. Escrow Holder is authorized to pay from funds deposited into escrow, all costs and expenses, including but not limited to charges for publications, recordings, messenger fees and other services required by this escrow, when incurred, with no further authorization on the part of any Party required. Furthermore, Escrow Holder is authorized to retain its escrow fee, of \$1,000.00, from Buyer's funds on deposit in escrow, upon Escrow Holder's submission of the ABC Form 226 to the ABC, with no further authorization on the part of either Party required.
- ABC FORM 211-A:** Upon the opening of escrow, Seller agrees to furnish a notarized *License Transfer Request* (hereinafter referred to as the "ABC Form 211-A") to Escrow Holder, in the manner required by the ABC, for the purpose of notifying the ABC of this sale of the subject ABC License. Escrow Holder is authorized and instructed to forward said ABC Form 211-A to the Buyer to include with Buyer's application paperwork submitted to the ABC, or to forward said ABC Form 211-A to the ABC directly.
- ABC FORM 226:** Escrow Holder is instructed to withhold the *Statement Re-Consideration* (hereinafter referred to as the "ABC Form 226") until all conditions of these Escrow Instructions have been complied with and met insofar as Escrow Holder is to be concerned. The purpose of the ABC Form 226 is to: (a) advise the ABC that all funds required to close escrow have been deposited into escrow, and (b) advise the ABC that Escrow Holder authorizes the ABC to proceed with transferring the permanent ABC License to Buyer. The Parties are made aware by Escrow Holder and understand that, subsequent to receiving the ABC Form 226 from Escrow Holder, the ABC does not have a set period of time in which the ABC will transfer the permanent ABC License to Buyer.
- ABC ACT:** Buyer declares that Buyer is fully cognizant of the provisions of the State Alcoholic Beverage Control Act, with particular reference to the qualification of licensees, and knows of no reason the ABC should deny Buyer an ABC License.
- SECTION 24049 OF CA BUSINESS & PROFESSIONS CODE:** In the event any tax agency, under the provisions of Section 24049 of the California Business & Professions Code, has a hold on the transfer of the ABC License, preventing issuance of the ABC License to Buyer, then Escrow Holder, upon receipt of the ABC Form 202A, is authorized and instructed to pay from funds on deposit in escrow, the

Seller(s) Initials \_\_\_\_\_ / \_\_\_\_\_

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Buyer(s) Initials \_\_\_\_\_

amount of any such tax agency demands without any further authorization on the part of any Party required, and deduct same from Seller's proceeds at the close of escrow.

8. **CALIFORNIA BUSINESS & PROFESSIONS CODE REQUIREMENTS:** Seller and Buyer understand and are made aware that Escrow Holder is required to act in accordance with the California Business & Professions Code, including but not limited to Sections 24049 and 24074 of said Code. Seller and Buyer understand and are made aware that Escrow Holder is not affiliated with any agent, finder, or consultant assisting Seller, Buyer, or both, in this Escrow. Furthermore, Seller and Buyer release Federal Escrow, Inc., its officers, and representatives from any and all liability in connection with any agreement Seller, Buyer, or both, may have with any such agent, finder, or consultant.
9. **BANKRUPTCY:** Buyer acknowledges that the Seller is currently under protection of Chapter 11 of Title 11 of the United States Code (A Chapter 11 Bankruptcy). Buyer understands that this sale must be approved by the Bankruptcy Court pursuant to 11 U.S.C. section 363. Buyer further understands that as a part of the Bankruptcy Court's approval of this sale the Bankruptcy Court will require that the sale be subject to overbids and that the Buyer may bid or required to bid at a higher price, for the asset, in the event of such overbid process. Seller acknowledges that Bankruptcy Court approval of this will be sale free and clear of any liens or claims and Seller shall deliver in escrow an order of the Bankruptcy Court that the sale is free and clear of liens or claims. If the Seller cannot deliver an Order authorizing the sale, including that the sale is free and clear of liens or claims, then the sale is cancelled and Buyer shall be entitled to a refund of its entire deposit. All Broker's commissions, if any, shall be borne by Buyer and not deducted from the sales price. All costs, including legal fees associated with obtaining bankruptcy court approval shall be borne by Seller.
10. **COMMUNICATION WITH THIRD PARTY:** if Seller or Buyer authorizes Escrow Holder to communicate with a third party, including but not limited to an attorney, broker, agent, tax advisor or consultant on either Party's behalf, both Parties hereby indemnify and hold harmless Escrow Holder, its officers, and representatives from any and all liabilities which it/they may incur in connection with such communications, including attorney's fee, costs, and expenses, all of which shall survive the close of escrow.
11. **ABC LICENSE CONTINGENCY / EVENT OF ESCROW CANCELLATION:** This escrow is subject to and contingent upon the transfer of the permanent ABC License to Buyer by the ABC. In the event the ABC, or any other governmental agency having jurisdiction over Buyer's proposed business premises, should deny a transfer of the ABC License, or not give approval for issuance of the ABC License to Buyer, this escrow is to be cancelled. Both Parties are aware that neither Party can unilaterally cancel this escrow. In the event this escrow is to be cancelled for any reason, including those described herein, upon request of cancellation of Escrow, Escrow Holder is authorized to deduct the escrow cancellation fee and costs from funds on deposit in escrow with no further authorization from either Party required, and each Party agrees to sign and deposit Escrow Cancellation Instructions into escrow within five (5) days of receipt of same from Escrow Holder. The Escrow Cancellation Instructions shall provide for a return to Buyer of the funds deposited into escrow by Buyer, less only the escrow cancellation fee and costs, and less any fee(s) paid by Buyer to any consultant at the opening of escrow.
12. **ESCROW INSTRUCTIONS:** Escrow Holder may accept these Escrow Instructions, and documents in connection with this Escrow, executed by Seller and Buyer in counterparts as separate originals, regardless of the date of their signing and delivery. Such counterparts together shall be construed as one and the same document.
13. **AUTHORITY TO EXECUTE ESCROW INSTRUCTIONS:** Each person signing these Escrow Instructions, as an individual or on behalf of an entity, represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver these Escrow Instructions to Escrow Holder. Each Party represents and warrants to the other that the execution and delivery of these Escrow Instructions and the performance of such Party's obligations hereunder have been duly authorized and that these Escrow Instructions are a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
14. **OPENING OF ESCROW:** Escrow shall be deemed "open" on the date Escrow Holder receives both (a) a copy of these Escrow Instructions executed by all Parties, and (b) Buyer's opening escrow deposit. In the event Seller and Buyer execute these Escrow Instructions in counterparts and deliver same to Escrow Holder on different days, the Parties agree that escrow shall be deemed "open" on the later date that Escrow Holder receives the executed Escrow Instructions from all Parties.
15. **SELLER'S ENTITY:** The Parties are made aware by Escrow Holder that the Seller's LLC, Fuzion Meet Eat Play, LLC, is currently in "FTB Suspended" status with the California Secretary of State. Seller shall immediately contact the California Secretary of State to resolve this matter. However, insofar as the ABC will nonetheless permit the named Licensee to transfer the subject ABC License to a qualified Buyer under the name of the suspended LLC, the Parties have elected to proceed with this transaction and instruct Escrow Holder to accept the Escrow Instructions and related escrow documents executed by Keel Scott Lisack, as the Managing Member of Fuzion Meet Eat Play, LLC. The Parties acknowledge that they have been advised to consult with their attorney on the legality and enforceability of this escrow transaction based upon the legal status of Seller. Regardless of whether the Parties have received the benefit of such counsel, Escrow Holder is instructed to proceed with this escrow transaction and is not to be concerned with the legality or enforceability of this escrow transaction. The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Holder, its officers, and representatives from and against any and all liability for any loss, harm, or damage resulting from Escrow Holder's compliance with these Escrow Instructions and agree to reimburse Escrow Holder, its officers, and representatives for any attorney fees and/or costs it/they may incur as a result of compliance with this provision or litigation resulting therefrom between the Parties and/or with third Parties.
16. **FINAL AGREEMENT:** Seller and Buyer agree that no representations have been made by any Party other than those specifically set forth herein, and these Escrow Instructions are the final agreement between the Parties hereto, superseding all prior agreements whatsoever.

**ADDITIONAL ESCROW INSTRUCTIONS AND TERMS ("GENERAL PROVISIONS") ATTACHED HERETO ARE BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF. THE UNDERSIGNED HEREBY ACKNOWLEDGE THEY HAVE RECEIVED AND READ THESE ESCROW INSTRUCTIONS AND ATTACHED PAGES OF "GENERAL PROVISIONS" AND APPROVE, ACCEPT, AND AGREE TO BE BOUND THEREBY. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THESE ESCROW INSTRUCTIONS AND THE ATTACHED GENERAL PROVISIONS, THE TERMS OF THESE ESCROW INSTRUCTIONS SHALL GOVERN AND CONTROL.**


**SELLER(S):**

Fuzion Meet Eat Play, LLC  
a California limited liability company

By: \_\_\_\_\_  
Print Name & Title:

**BUYER(S):**

RNB Tustin, LLC  
a California limited liability company

By:   
Print Name & Title: Michael Ziskis, Co-Chairman

\*\*\*\*\*  
GENERAL PROVISIONS CONTINUED ON NEXT PAGE

**GENERAL PROVISIONS TO BULK SALE AND/OR ALCOHOLIC BEVERAGE CONTROL LICENSE TRANSFER ESCROW**

1. **AGREEMENT TO BE BOUND BY GENERAL PROVISIONS:** The Parties hereto, by mutual agreement, do enter into this escrow transaction with Escrow Holder for the purpose of completing this transaction in accordance with Division 6 of the California Commercial Code and Sections 24071-24074 of the California Business and Professions Code, as appropriate. The Parties agree to execute these instructions and any supplemental instructions presented by Escrow Holder confirming their agreement to be bound to any additional terms and conditions of Escrow Holder, including Escrow Holder's general provisions, and authorize Escrow Holder to resign from processing this escrow transaction if mutual agreement cannot be reached between the Parties and Escrow Holder relative to the terms of conditions of Escrow Holder's duty.
2. **COMMENCEMENT OF ESCROW HOLDER DUTY:** This escrow transaction is deemed open, and Escrow Holder's duty commences, upon receipt of mutual or matching escrow instructions, signed by all Parties and the initial, good faith deposit are deposited with Escrow Holder. Said escrow instructions shall be incorporated in the purchase agreement or, if the purchase agreement does not include escrow instructions or no purchase agreement is entered into by the Parties, shall be drafted by Escrow Holder at the direction of the Parties.
3. **DUTIES OF ESCROW HOLDER:** The Parties agree that Escrow Holder has only those responsibilities inherent of an escrow service provider and that there are no other legal relationships established between Escrow Holder and the Parties by way of this escrow transaction. Those duties are limited to the safekeeping of such money and documents received by Escrow Holder and for the disposition and/or disbursement of same in accordance with the written instructions accepted by Escrow Holder in this Escrow. Escrow Holder shall not be liable for any damages, losses, costs, or expenses incurred by any Party in the handling and processing of this escrow transaction as a result of any act or failure to act made or omitted in good faith or for any action taken that Escrow Holder shall in good faith believe to be genuine, excepting such as may arise through or be caused by Escrow Holder's willful neglect or gross misconduct.
4. **PROMISE TO PAY AND INDEMNIFY:** The Parties hereby jointly and severally promise and agree to pay promptly on demand made by Escrow Holder, as well as to indemnify Escrow Holder and hold Escrow Holder harmless from and against all litigation and interpleader costs, damages, judgments, attorneys' fees, expenses, obligations, and liability of every kind which in good faith Escrow Holder may incur or suffer in connection with or arising out of this escrow transaction, whether said litigation, interpleader, obligation, liability or expense arises during the performance of this escrow transaction or subsequent thereto, directly or indirectly. The Parties agree to pay Escrow Holder a reasonable fee for all time spent by officers or employees of Escrow Holder in connection with any dispute resolution action taken relative to this escrow transaction including but not limited to time spent researching, reviewing and/or testifying relative thereto.
5. **UNJUST ENRICHMENT:** In the event any Party to this escrow transaction received funds or is credited funds to which they are not entitled, said Party agrees, upon written demand, to return said funds immediately to escrow for correct disbursement.
6. **DEPOSIT OF FUNDS:** Escrow Holder is instructed to deposit all funds received by Escrow Holder with any state or national bank in a trust account in the name of Escrow Holder, without any liability for payment of interest. All deposits made by personal check, cashier's check, certified check, or deposit other than cash or wire transfer are subject to clearance and payment by the financial institution upon which they are drawn. Funds deposited with Escrow Holder in the form of a check or similar instrument will be identified as collected funds when the Escrow Holder's financial institution confirms that the funds are available for disbursement.
7. **GOOD FUNDS LAW:** Pursuant to California Insurance Code Section 12413.1, known as the Good Funds Law, the Parties hereto are made aware that closing funds deposited by the Parties and/or lender must be cleared funds prior to the close of escrow. This law places some very specific constraints upon the time frames for funds to be made available for disbursement. Close of escrow cannot occur before funds are cleared and immediately collectible and available for withdrawal, which clearance can range from being immediately available upon receipt to seven (7) days depending on the form deposit. The Parties hereby release Escrow Holder of any responsibility, claim, and/or liability in connection with such a delay caused by the manner in which closing funds or lender's funds are deposited.
8. **PAYMENT OF COSTS:** The Parties hereby authorize Escrow Holder to pay from funds deposited into this escrow transaction, all charges for publications, recordings, filings, searches, preliminary reports, and other services required by this escrow, when incurred, with no further authorization on the part of any Party. The Parties hereto authorize Escrow Holder to pay from funds deposited into this escrow transaction, all escrow fees, attorney fees, and costs or other charges incurred by Escrow Holder in connection with this Escrow transaction with no further authorization on the part of any Party.
9. **EXTRAORDINARY SERVICES/FEES:** Escrow Holder may change the Party benefitted additional fee(s) over and above Escrow Holder's customary escrow fee, for escrow services rendered that Escrow Holder considers extraordinary or unusual or not within the range of Escrow Holder's customary escrow processing. Said fee(s) shall be disclosed to the Party to be charged prior to the close of escrow.
10. **STATUTE OF LIMITATIONS:** These instructions are to be construed and interpreted according to California Law. NO ACTION SHALL LIE AGAINST ESCROW HOLDER FOR ANY CLAIM, LOSS, LIABILITY OR ALLEGED CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED OR OCCURRED, IN THIS ESCROW TRANSACTION OR IN CONNECTION WITH THE HANDLING OR PROCESSING OF THIS ESCROW TRANSACTION, UNLESS BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CLOSE OF ESCROW OR ANY CANCELLATION OR TERMINATION OF ESCROW FOR ANY REASON WHATSOEVER.
11. **WRITTEN INSTRUCTIONS REQUIRED:** Pursuant to California Civil Code Section 1624, no notice, demand, supplemental escrow instruction, or amendment of the escrow instructions (hereinafter collectively "supplemental instructions") shall be effective unless given in writing by the Parties affected thereby. Escrow Holder shall not act upon or consider such supplemental instruction to have any validity until same is fully executed and delivered to Escrow Holder by all Parties concerned.
12. **AUTHORIZATION TO ACCEPT ELECTRONIC SIGNATURES AND DOCUMENTS:** In accordance with California's Uniform Electronic Transactions Act (the "Act"), the Parties hereby authorize Escrow Holder to accept electronic and/or digital signatures and records, transmitted via facsimile or other electronic means (collectively "electronic signatures") into this escrow as originals. The Parties expressly agree that this transaction can be conducted electronically, at the option of the Parties, to the fullest extent possible under the Act and recording laws. The Parties agree to transmit original, wet signatures on (1) all documents to be recorded, (2) all documents excluded from being enforceable under the Act, and (3) all documents required to be in original form by any regulatory agency. The Parties agree to verify any and all electronic signatures upon request of Escrow Holder.
13. **ACTS OUTSIDE OF ESCROW AND MEMORANDA ITEMS:** Whenever provision is made herein for the payment of any sum, the delivery of any document, or the performance of any act "outside of escrow", Escrow Holder shall have no responsibility therefore, shall not be concerned therewith, and is specifically relieved of any obligation relative thereto. Escrow Holder is expressly instructed not to act upon or be concerned with or liable for those items designated in the purchase agreement, escrow instructions, or supplemental instructions as memoranda items between the Parties, nor any other agreement between the Parties not expressly addressed to Escrow Holder in the form of a supplemental instruction.
14. **NO DUTY TO DISCLOSE OR INSPECT:** Escrow Holder's sole duty relative to disclosures shall be the payment of invoices presented to Escrow Holder. Escrow Holder is not to be concerned with the giving of any disclosures except as expressly required to be given by an escrow service provider pursuant to Federal or State law, including but not limited to those disclosures related to lending, zoning, land division, property condition, or usury. Escrow Holder urges the Parties to seek appropriate counsel from an attorney or licensed broker to ascertain what disclosures and/or laws, if any, need to be complied with prior to the close of escrow. The Parties jointly and severally agree to indemnify and hold harmless Escrow Holder by reason of any misrepresentation or omission by a Party or agents or failure of the Parties to this escrow transaction to comply with the rules and/or regulations of any governmental agency, whether state, federal, county, municipal, or otherwise and Escrow Holder is not to be concerned with enforcement of same. If presented with an invoice in connection with any disclosure Escrow Holder is authorized to pay same without further instructions. Escrow Holder will make no physical inspection of the real property and/or personal property that is the subject of this escrow transaction, and Escrow Holder is not to be concerned with or liable for the condition of same.
15. **PROPRIETARY INFORMATION:** Escrow Holder is relieved of any duty, responsibility, and/or liability relative to disclosure of the proprietary information of the Parties and/or agents to this or any other escrow transaction. Such propriety information includes, but is not limited to, any (A) sale, resale, loan, exchange, or other transaction involving the real property and/or personal property that is the subject of this escrow transaction or (B) benefit, including but not limited to financial gain or profit, involving the real property and/or personal property that is the subject of this escrow transaction. Escrow Holder shall be relieved of any and all liability if such proprietary information is disclosed as necessary for Escrow Holder to comply with the instructions of the Parties or if requested by a lender, agent, governmental agency, or any other entity entitled to such propriety information. Escrow Holder is specifically authorized to furnish copies of all escrow instructions, amendments thereto, preliminary title reports, closing statements and/or related documentation to the agents and/or attorneys representing any party to this escrow transaction, as may be requested by them, without obtaining any further authorization from Buyer or Seller.

Seller(s) Initials \_\_\_\_\_ / \_\_\_\_\_

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Buyer(s) Initials \_\_\_\_\_

16. **NOTIFICATION OF DISHONORED CHECKS:** If any check submitted to Escrow Holder is dishonored upon presentment for payment, Escrow Holder is authorized to notify all Parties and/or their respective agents of such nonpayment. The Party receiving credit for the deposit agrees to pay a reasonable fee to Escrow Holder for the returned check.
17. **ACCEPTANCE AND VERACITY OF SIGNATURES:** Escrow Holder shall not be responsible or liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any document deposited with Escrow Holder relative to the identity, authority, or rights of any person executing the same. All signatures submitted into this escrow transaction shall be construed as unconditional approval of the within document as to form, content, terms, and conditions. Escrow Holder shall have no obligation to verify, and will not verify, the authenticity of any signature on any document made relative to this escrow transaction. Escrow Holder shall not be liable or responsible for any loss that may occur because of forgeries, fraud, or false representations made or involving the Parties to this escrow transaction, any third Parties, the agents or any other person or entity.
18. **ACCEPTABILITY OF COUNTERPARTS:** These instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and same document.
19. **STANDARDIZED FORMS:** Escrow Holder is to use Escrow Holder's usual document forms or the usual forms of any reliable forms company or any title company and in the instructions insert dates and terms on the instruments if incomplete when executed. Escrow Holder is authorized to use any standardized, preprinted form in order to comply with these instructions. Escrow Holder is authorized to use Escrow Holder's own form or any form produced by any reliable forms company or any title company. Excepting Escrow Holder's own form, Escrow Holder shall not be liable for the correctness or sufficiency of such standardized preprinted forms.
20. **NOTIFICATION, RECORDING, PUBLICATION AND PAYMENT REQUIREMENTS:** The undersigned Buyer instructs Escrow Holder to prepare, file, publish, record and Notify Tax Collector as required, a Notice to Creditors (in accordance with Section 6107 of the California Commercial Code), or Sections 24071-24074 of the California Business and Professions Code, as appropriate. THE PARTIES ARE AWARE AND ACCEPT THAT THE RESPONSIBILITY OF (AND ANY LIABILITY IN CONNECTION WITH) PUBLISHING THE NOTICE TO CREDITORS IN THE PROPER JUDICIAL DISTRICT AND OF NOTIFYING THE PROPER COUNTY TAX COLLECTOR SHALL BE THAT OF THE NEWSPAPER SERVICE AND NOT THAT OF ESCROW HOLDER.
- Escrow Holder is instructed to pay claims filed as approved by the Seller from the consideration in the escrow transaction as provided in accordance with either Division 6 of the California Commercial Code or Sections 24071-24074 of the California Business and Professions Code as appropriate. Escrow Holder is further instructed to pay such taxes and amounts approved by Seller and as specified in California Business and Professions Code Section 24049 as are required by Department of Alcoholic Beverage Control to be paid as a condition precedent to the transfer of the Alcoholic Beverage Control license. If the Seller disputes any claim, Escrow Holder shall withhold funds from Seller's proceeds, make notifications to the disputed creditor and disburse funds as provided in either Division 6 of the California Commercial Code or Sections 24071-24074 of the California Business and Professions Code, as appropriate. If the cash deposited is insufficient to pay all of the claims filed in full, Escrow Holder shall withhold funds from Seller's proceeds, make appropriate notifications to creditors and disburse funds as provided in Division 6 of the California Commercial Code or Sections 24071-24074 of the California Business and Professions Code of California, as appropriate.
- To the extent that an obligation of the Buyer to pay cash in the future is a part of the consideration, and the cash consideration is not sufficient to pay all claims filed in full, Escrow Holder is instructed to hold such Note or other instrument in escrow and receive payments thereon as they become due. Escrow Holder shall apply all principal and interest received on the obligation to the payment of claims in accordance with the above referred to code sections, as appropriate. When all claims have been paid in full, Escrow Holder is instructed to deliver such Note or other instrument to the Seller.
21. **NOTE & SECURITY AGREEMENT:** If a Note secured by Security Agreement is to secure any part of the purchase price, Buyer instructs Escrow Holder to prepare same and instructs Escrow Holder to prepare a UCC Financing Statement, which Escrow Holder is to file with the California Secretary of State within ten (10) days of Buyer's taking physical possession of the collateral under the Security Agreement, or close of escrow, whichever occurs first.
22. **PAYMENTS OUTSIDE OF ESCROW TRANSACTION:** Escrow Holder will assume no responsibility for the payment of any insurance, personal property tax, sales tax, beverage tax, social security or unemployment insurance deductions, or any other tax, it being understood that such matters will be paid or adjusted outside of this escrow transaction. It is further understood that should Escrow Holder be directed to make any such payments of taxes or insurance, same may or may not constitute full or final payment thereof.
23. **ASSIGNMENT OF PROPERTY INSURANCE:** Seller represents and warrants, and Escrow Holder shall be fully protected in assuming that, as to any property insurance policy handed Escrow Holder, such policy is in force, has not been hypothecated, and that all necessary premiums, therefore, have been paid. Escrow Holder will transmit for assignment, any insurance policy handed Escrow for use in this escrow transaction, but Escrow Holder shall not be responsible for verifying the acceptance of the assignment and policy by the insurance company. ESCROW HOLDER WILL MAKE NO ATTEMPT TO VERIFY THE RECEIPT OF THE REQUEST FOR ASSIGNMENT BY THE ISSUING COMPANY. The Buyer is hereby placed on notice that if the insurance company should fail to receive said assignment, the issuing company may deny coverage for any loss suffered by Buyer. IT IS THE OBLIGATION OF THE BUYER OR HIS REPRESENTATIVE TO VERIFY THE ACCEPTANCE OF THE ASSIGNMENT OF THE POLICY BY THE ISSUING COMPANY.
24. **BUYER AUTHORITY TO REQUIRE WAIVERS:** The Buyer may, at Buyer's option, instruct Escrow Holder in writing before delivery of documents or disbursement of funds, not to deliver any documents or disburse any funds until such time as Buyer advised Escrow Holder that Seller has obtained releases or waivers or Buyer is otherwise satisfied with the disposition of any taxes affecting the business or personal property described herein, except where closing is required, by law, to occur.
25. **PRORATIONS AND ADJUSTMENTS:** Escrow Holder is instructed to make all prorations and adjustments on the basis of a thirty (30) day month. Escrow Holder is to use information contained on latest available tax statement, rental statement, beneficiary's statement, insurance statement, or other statement as delivered to Escrow Holder for the prorations provided for herein.
26. **DELIVERY OF BILL OF SALE:** Regardless of the date of execution or transmission to Escrow Holder of the bill of sale, same shall be deemed delivered ONLY upon delivery to Buyer through this escrow transaction. The phrase "close of escrow" as used in this escrow transaction shall mean the date on which the bill of sale is delivered to the Buyer or, where a transaction is subject to Sections 24071-24074 of the California Business and Professions Code, shall mean the date Escrow Holder is authorized to disburse funds and deliver documents pursuant to the provisions set out in said California Business and Professions Code.
27. **ASSIGNMENT OF FUNDS:** If a Party unilaterally assigns or orders the proceeds of this escrow transaction to be paid to someone other than the original parties to this Escrow, such assignment or order shall be subordinate to the expenses of this escrow transaction, liens of record on the subject property, and payments directed to be made by Parties to this escrow transaction. If the result of such assignment or order would leave the escrow without sufficient funds to close, then Escrow Holder is directed to close nevertheless and pay such assignments or orders only out of the net proceeds due the Party assigning their funds except for such assignments or orders, and to pay them in the order in which such assignments or orders are received by Escrow Holder. Escrow Holder is not to be concerned with the balance remaining unpaid, if any.
28. **DISBURSEMENT OF FUNDS AND DELIVERY OF DOCUMENTS:** All disbursements are to be made by the Escrow Holder's trust account check unless instructed otherwise in writing. Escrow Holder will not indemnify any payee or guarantee signatures of any person or entity at any financial institution. Generally, Escrow Holder or its sub-escrow agent will disburse funds, including net proceeds and payment for encumbrances of record, on the date the escrow closes; however, there are circumstances which may arise wherein said disbursements could be delayed by one or two business days. Any funds disbursed during or at the close of escrow will be issued jointly to the Parties designated as payee unless Escrow Holder is instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the subject property. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow transaction will be mailed to the entitled Party by regular first class mail, postage prepaid, at the last address provided to Escrow Holder. However, at Escrow Holder's discretion, Escrow Holder may send funds and/or other documents by certified or registered mail, overnight delivery, or messenger, in which case the Party for whom the delivery was made agrees to pay the costs.
29. **REPEAT CUSTOMERS:** Escrow Holder may provide a fee discount to customers who have completed one or more escrows with Escrow Holder within the last two (2) years, upon request. Said discount will be provided solely to the repeat customer irrespective of the agreement of the Parties relative to the division of escrow fees.
30. **SEVERABILITY:** In the event any escrow instruction or supplemental instruction in this escrow transaction, including these general provisions, is held invalid by judicial proceedings, the remaining shall continue to be operative and enforceable.

31. **CONFLICTING INSTRUCTIONS:** If conflicting demands or notices are made or served upon Escrow Holder or any controversy arises between the Parties or with any third person arising out of or relating to this escrow transaction, Escrow Holder shall have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow transaction until Escrow Holder receives written notification satisfactory to Escrow Holder of the settlement of the controversy by written agreement of the Parties, or by the final order or judgment of a court of competent jurisdiction.
32. **MUTUAL CANCELLATION INSTRUCTION REQUIREMENTS:** The Parties acknowledge that they are on notice that Escrow Holder shall exercise its discretion to require mutual or matching cancellation instructions instructing Escrow Holder on how the deposit is to be released, signed by all Parties and deposited with Escrow Holder prior to releasing any deposit held by Escrow Holder relative to this escrow transaction.
33. **CANCELLATION FEES:** In the event of cancellation or any other termination of this escrow transaction, the Parties agree to pay Escrow Holder for any costs or expenses Escrow Holder may have incurred or become obligated for pursuant to this escrow transaction and a reasonable escrow fee for the services performed to date, said cancellation fee being a minimum of five hundred dollars (\$500.00). Such costs and expenses, if any, and Escrow Holder's fee shall be deposited with Escrow Holder before any cancellation, or other termination is effective. The Parties agree that said charges for costs, expenses and fees may be apportioned between the Parties in a manner which Escrow Holder, in Escrow Holder's sole discretion, consider equitable, and that Escrow Holder's decision in that regard will be binding and conclusive upon the Parties unless specifically agreed to or determined by a court of competent jurisdiction. In the event of failure to pay costs, expenses, and fees due hereunder, on demand, the Parties agree to pay reasonable fees for any attorney services which may be required to collect such fees or expenses. Upon payment of such cancellation fees, Escrow Holder is authorized to return documents and funds to the respective Parties depositing same, or for whose benefit an unconditional deposit was made; or to void executed instruments as appropriate.
34. **TIME IS OF THE ESSENCE:** Time is of the essence in these instructions. In the event that the conditions of this escrow transaction have not been complied with at the expiration of the time provided for herein, or any extension thereof, Escrow Holder is instructed to complete the same at the earliest possible date thereafter, unless written demand upon Escrow Holder to cancel this Escrow or for the return of the money and/or instruments deposited by one or more Parties. If the date by which the parties' performances are due shall be other than Escrow Holder's regular business day, such performances shall be due on Escrow Holder's next succeeding business day.
35. **ABANDONMENT OF ESCROW TRANSACTION:** Escrow Holder duties and functions related to this escrow transaction shall terminate six (6) months following the date last set for close of escrow unless the escrow transaction has closed or cancelled. At such time, Escrow Holder shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction.
36. **UNCASHED CHECKS:** In the event any check(s) issued through this escrow transaction or sub-escrow related hereto are uncashed or unnegotiated ("uncashed") Escrow Holder will make every effort to contact the payee and coordinate negotiation of the check(s). The Parties acknowledge that Escrow Holder incurs significant expense in tracking uncashed checks, canceling and reissuing checks, and maintaining bank and accounting records of such checks. Therefore, if re-issuance of the check is necessitated, Escrow Holder will require an instruction authorizing such re-issuance and is authorized to charge an additional services fee of twenty-five dollars (\$25.00) which will be deducted from the payee's reissued check(s).
37. **AUTHORIZATION TO INTERPLEAD FUNDS:** The Parties acknowledge that Escrow Holder has an absolute legal right to file a court action in interpleader. In the event such an action is filed, the Parties herein jointly and severally agree to pay all escrow fees, title fees, court costs, and litigation expenses, including attorney's fees, incurred in connection therewith, the amount thereof to be fixed and judgment to be reached by the court. Upon the filing of such action, Escrow Holder is fully released and discharged from any further performance of duties under the terms of this Escrow.
38. **RIGHT TO RESIGN:** At any time prior to the close of Escrow, Escrow Holder, as its sole and absolute discretion and without liability to the Parties to this escrow transaction, may withdraw and resign from acting as Escrow Holder providing ten (10) days prior written notice to the Parties at their last known addresses. In such event, Escrow Holder shall be entitled to reasonable compensation for its escrow services performed and for all costs and expenses incurred in the resignation, including, but not limited to, attorneys' fees. Upon resignation, Escrow Holder shall return to the Parties who deposited the same the balance of any funds it holds along with any property or documents in its possession. Alternatively, at the mutual instruction of the Parties, Escrow Holder shall deliver the funds, property, and documents to a new Escrow Holder.
39. **DESTRUCTION OF DOCUMENTS:** Escrow Holder is authorized to destroy or otherwise dispose of any and all documents, papers escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of close of escrow, cancellation of this transaction, or the date of the last activity (whichever comes first), without liability and without further notice to the Parties.
40. **ESCHEATMENT:** Any and all funds remaining in escrow three (3) years after the close of escrow or cancellation of this escrow transaction will be escheated to the State of California pursuant to the Unclaimed Property Law codified in California Code of Civil Procedure Section 1518.
41. **PRIVACY NOTICE:** This notification is in compliance with our obligations to comply with federal and state law to safeguard the Parties' non-public personal information. Escrow Holder collects non-public personal information about the Parties from the following sources; a) Information Escrow Holder receives from the Parties on applications or other forms; b) Information about the Parties' transactions with Escrow Holder, Escrow Holder's affiliates, or others involved in the processing of the transaction; and c) Information Escrow Holder receives from a consumer reporting agency. Escrow Holder does not disclose any non-public personal information about customers or former customers to anyone, except as permitted by law. Escrow Holder restricts access to non-public information about the Parties to those employees who need to know that information to provide products or services to the Parties. Escrow Holder maintains physical, electronic and procedural safeguards that comply with federal and state regulations to guard the Parties' non-public personal information. By signing below, the undersigned Parties acknowledge that they have read and received a copy of this notification.
42. **PROHIBITION UPON GIVING LEGAL OR FINANCIAL ADVICE:** The Parties acknowledge and understand that Escrow Holder is not authorized to practice the law nor does Escrow Holder give financial advice. The Parties are advised to seek legal and financial counsel and advice concerning the effect of this escrow transaction. The Parties acknowledge that no representations have been made by Escrow Holder about the legal sufficiency, legal consequences, financial effects, or tax consequences of the within escrow transaction.

**SELLER(S):**

Fuzion Meet Eat Play, LLC  
a California limited liability company

By: \_\_\_\_\_  
Print Name & Title:

**BUYER(S):**

RNB Tustin, LLC  
a California limited liability company

By: \_\_\_\_\_  
Print Name & Title: Michael Ziskis, Co-Chairman

**FINDER'S FEE AGREEMENT**

Re: Federal Escrow, Inc., Escrow No. 69533-SS

Date: February 21, 2018

In addition to the purchase price of \$ 65,000.00, as set forth in the Escrow Instructions prepared by Federal Escrow, Inc., the undersigned Buyer does acknowledge and agree to pay, upon execution by Buyer and Seller of the subject escrow, a Finder's Fee in the total amount of \$ 6,500.00 to Liquor License Network, for alcoholic beverage license finder services now rendered and completed in connection with said escrow. Escrow Holder is authorized and instructed to pay said Finder's Fee as provided for herein, upon the opening of escrow, with no further authorization on the part of Buyer required.

The undersigned Buyer does acknowledge that Federal Escrow, Inc. is an Independent Escrow Company with no affiliation to Liquor License Network or its subsidiaries. Furthermore, the undersigned Buyer does acknowledge and agree that this Finder's Fee Agreement is an agreement between Liquor License Network and Buyer, and Federal Escrow, Inc. is not a Party to this Finder's Fee Agreement whatsoever. The undersigned Buyer does release Federal Escrow, Inc., its officers, and representatives from any and all liability in connection with the payment of the Finder's Fee pursuant to the provisions of this Finder's Fee Agreement.

Read, understood and approved:

**BUYER(S):**

RNB Tustin, LLC  
a California limited liability company

By: 

Print Name & Title: Michael Zislis, Co-Chairman

**FINDER'S FEE AGREEMENT**

Re: Federal Escrow, Inc., Escrow No. 69533-SS

Date: February 21, 2018

In addition to the purchase price of \$ 65,000.00, as set forth in the Escrow Instructions prepared by Federal Escrow, Inc., the undersigned Buyer does acknowledge and agree to pay, upon execution by Buyer and Seller of the subject escrow, a Finder's Fee in the total amount of \$ 6,500.00 to Liquor License Network, for alcoholic beverage license finder services now rendered and completed in connection with said escrow. Escrow Holder is authorized and instructed to pay said Finder's Fee as provided for herein, upon the opening of escrow, with no further authorization on the part of Buyer required.

The undersigned Buyer does acknowledge that Federal Escrow, Inc. is an Independent Escrow Company with no affiliation to Liquor License Network or its subsidiaries. Furthermore, the undersigned Buyer does acknowledge and agree that this Finder's Fee Agreement is an agreement between Liquor License Network and Buyer, and Federal Escrow, Inc. is not a Party to this Finder's Fee Agreement whatsoever. The undersigned Buyer does release Federal Escrow, Inc., its officers, and representatives from any and all liability in connection with the payment of the Finder's Fee pursuant to the provisions of this Finder's Fee Agreement.

Read, understood and approved:

**BUYER(S):**

RNB Tustin, LLC  
a California limited liability company

By: 

Print Name & Title: Michael Zisler, Co-Chairman

Department of Alcoholic Beverage Control

State of California

**STATEMENT RE CONSIDERATION  
DEPOSITED IN ESCROW**



TRANSFEROR  
Fuzion Meet Eat Play, LLC  
TRANSFEROR'S LICENSE NUMBER  
47-540850

**SECTION I: APPLICANT'S STATEMENT THAT CONSIDERATION HAS BEEN DEPOSITED IN ESCROW**

ESCROW HOLDER NAME AND ADDRESS

FEDERAL ESCROW INC  
23734 VALENCIA BLVD, SUITE 100A  
VALENCIA, CA 91355

APPLICANT NAME AND PREMISES ADDRESS

RNB Tustin, LLC  
1222 Irvine Blvd.  
Tustin, CA 92780

The above designated applicant states that he is the intended transferee of a retail license, and submits the following statement pursuant to the provisions of Section 24074.3 of the Alcoholic Beverage Control Act:

I hereby state that the purchase price or consideration, as set for in the escrow agreement required by Section 24074 of the Alcoholic Beverage Control Act is deposited with the escrow holder named above.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at

Date signed: 3/8/2018

APPLICANT'S SIGNATURE

X RNB Tustin, LLC

Applicant(s) hereby instruct(s) the escrow holder to transmit this statement to the Department of Alcoholic Beverage Control when the escrow holder executes Section II of this document. At that time a copy must also be sent to the transferor.

**SECTION II: ESCROW HOLDER'S NOTIFICATION TO THE DEPARTMENT THAT LICENSE MAY TRANSFER**

To the Department of Alcoholic Beverage Control:

In connection with the transfer of the Alcoholic Beverage license described above, please be advised that the total consideration set forth in the recorded notice has been deposited in escrow and that all cash required by the escrow instructions to be deposited prior to the close of escrow has in fact been deposited, and/or the escrow has the unconditional written assurance of a responsible lender that funds will be deposited in escrow forthwith upon issuance of license.

Escrow holder certifies that disbursement of the consideration provided for in escrow instructions will not establish a preference for any creditor of the transferor except as provided for by Section 24074 of the Alcoholic Beverage Control Act.

ESCROW HOLDER: Mail original and two copies to:

**Department of Alcoholic Beverage Control**  
605 W. SANTA ANA BLVD.  
SANTA ANA, CA 92701  
(714)-558-4101

ESCROW HOLDER SIGNATURE

X

ESCROW NUMBER

DATE SIGNED

**SECTION III: DEPARTMENT'S NOTICE TO ESCROW HOLDER THAT LICENSE HAS TRANSFERRED**

*(For Department use only)*

LICENSE NUMBER

DATE SIGNED

This notice, submitted in fulfillment of the provisions of Section 24074 of the Alcoholic Beverage Control Act will serve to confirm that the transferor's license was transferred as shown above.

LICENSING SUPERVISOR SIGNATURE (Department of Alcoholic Beverage Control)

X

ABC-226